

## Terms of Service for Really Great Reading Products and Services

These Terms of Service ("Terms") are entered into by Really Great Reading Company, LLC ("RGR," "we" or "us") and the school/school district customer agreeing to them ("Customer" or "you"). These Terms govern the access and use of RGR's online learning platforms, digital applications, and all other products and services offered by RGR (our "Products") to Customer, Customer's employees and, where applicable, Customer's students and/or students' parents or guardians (collectively, "Users").

By accessing, using or registering for our Products, you agree to be bound by these Terms. If you do not agree to these Terms, you should not use our Products.

### 1. Incorporation of RGR Privacy Policy; Entire Agreement

RGR's Privacy Policy, which can be found [here](#), is hereby incorporated into these Terms. These Terms of Service, RGR's Privacy Policy and any applicable purchase order(s) constitute the entire and only agreement between you and RGR with regard to the Products. These Terms of Service supersede all prior or contemporaneous representations, warranties and understandings with respect to RGR's Products.

### 2. Definitions

Where capitalized terms are used in these Terms of Service, their definitions may be found in RGR's Privacy Policy.

### 3. Modifications

RGR may update or modify these Terms of Service at any time. Upon making changes to these Terms, we will update the "Last Updated" date at the top of this page, and such amended terms will become effective two business days after the updated Terms of Service document is posted on this page. Notwithstanding the foregoing, for any material changes to these Terms, RGR will make a reasonable effort to provide notice to you of such amended Terms, such as by email notification to the address associated with your account, and such material changes will become effective against you on the earlier of (i) your actual notice of such modifications or ten business days after RGR makes a reasonable attempt to provide you such notice.

Please check these Terms of Service periodically for changes. Your continued use of RGR's Products after any changes become effective constitutes your acceptance of those changes.

### 4. Scope of Use; Proprietary Materials

RGR invites you to view, use, and download portions of its website for your informational, non-commercial use; provided that you leave all copyright, trademark, and other proprietary notices intact. RGR retains ownership of all proprietary rights in its Products and in all trade names, trademarks, service marks, logos and domain names associated with or displayed in connection with RGR's Products. Subject to the Terms outlined herein, RGR hereby grants you a non-exclusive, non-transferable, revocable license to use RGR's Products, as identified in the applicable purchase order(s) for your institution or company, for the term of your institution or company's purchase.

You are prohibited from posting, modifying, distributing, or reproducing in any way RGR's Products, copyrighted materials, trademarks, rights of publicity or other proprietary rights without RGR's prior written consent. RGR reserves the right to deny access to its Products to any user who is alleged to have infringed on its copyright.

## 5. Rules of Conduct

Certain RGR Products permit Users to upload, post, email or otherwise transmit content ("User Content") or to otherwise interact with other users of our Products. It is a violation of these Terms of Service for Users to:

- a) Use RGR's Products for illegal purposes or in violation of any applicable laws, rules, regulations or RGR policies;
- (b) Transmit or distribute any User Content that they are not authorized to transmit, such as confidential information obtained through an employment relationship or under a non-disclosure agreement;
- (c) Transmit or distribute the proprietary information of another individual, whether protected by copyright, trademark, trade secret, right of publicity or other proprietary right, without the express permission of the owner of such right;
- (d) Copy, sell, resell or exploit for commercial purposes any portion of RGR's Products, including without limitation, using any robot, spider or other automatic or manual process to monitor or copy any RGR content, except as expressly permitted by RGR;
- (e) Transmit or distribute any User Content that is unlawful, deceptive, misleading, false, counterfeit, stolen,
- (f) Intentionally forge headers, manipulate identifiers, or otherwise engage in any activities intended to impersonate or hide a user's identity or contact information;
- (g) Transmit or distribute any User Content that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any software, hardware or equipment;
- (h) Send unsolicited commercial messages or communications in any form (spam);
- (i) Decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of RGR or any of its software or products; or
- (j) assist or permit any persons in engaging in any of the activities described above.

### **Additionally, each User:**

- (a) Is responsible for the User Content that the User transmits in connection with use of RGR's Products, along with the consequences of such transmission;
- (b) Is responsible for ensuring that the transmission of any and all User Content in connection with use of RGR's Products complies with all applicable laws and regulations, including but not limited to those related to export control;
- (c) Is responsible for ensuring that all User Content that the user transmits in connection with use of RGR's Products is accurate, truthful, up-to-date and complete; and
- (d) Agrees to abide by all security and safety measures established by RGR or its affiliates.

You acknowledge that RGR does not pre-screen the User Content submitted in connection with use of our Products. RGR shall have the right, but not the obligation, to monitor User Content and use of RGR's Products to improve performance, to satisfy legal and regulatory requirements, and/or to verify compliance with these Terms of Service or other applicable policies of RGR. RGR shall have the right, in its sole discretion, to refuse to post or to remove any User Content transmitted in connection with the use of RGR's Products that RGR believes to be in violation of these Terms of Service.

## **6. Third-Party Access**

Users are expressly prohibited from sharing their login credentials or providing access to RGR's Products to third parties.

You agree to promptly notify RGR if you become aware of any unauthorized access to or use of RGR's Products or your account. RGR reserves the right to investigate any potential violation of these Terms of Service by you and/or your Users.

## **7. Provision of Personally Identifiable Student Information to RGR**

You understand and agree that you will not provide RGR with any personally identifiable student information ("Student PII"), as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, except that which is necessary for RGR to perform the services contemplated hereunder.

To the extent that RGR accesses or uses Student PII in connection with your use of RGR's Products, RGR will be considered a "school official," as that term is defined in the FERPA regulations, and RGR will comply with applicable requirements under FERPA with respect to such access and/or use. For additional information concerning RGR's data privacy and security practices, please review our Privacy Policy.

## **8. Grant of License to RGR**

By transmitting User Content through your use of RGR's Products, you grant RGR a perpetual, irrevocable, worldwide, royalty-free, sublicensable (through multiple tiers) license to use, reproduce, cache, store, modify, publicly perform, publicly display, distribute, prepare derivative works based on, and transmit such User Content for any purpose, and you waive any and all moral rights and publicity rights in such User Content.

This provision shall not apply to Student PII.

## **9. Information About Products, Services and/or Items on RGR's Website**

Display of a product, service or other item on RGR's website is not a guarantee that the product, service or item is currently in stock or that it will be available on RGR's website when you visit again. Any description or reference to non-RGR products, services or items on RGR's website is for informational purposes only and shall not constitute an endorsement or a recommendation of such products, services or items by RGR.

## 10. Disclaimer and Limitation of Liability

RGR's Products, including all content, software and functions, are provided "as is." Except as expressly provided in these Terms of Service, RGR does not make and expressly disclaims to the fullest extent permitted by law: (a) any warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, noninfringement, or error-free or uninterrupted use of RGR's Products; and (b) any representations about content or information accessible through RGR's Products. RGR shall have no liability whatsoever with respect to your use of any service, product or information provided by RGR. In particular, but not as a limitation thereof, RGR is not liable for any indirect, special, punitive, incidental or consequential damages (including damages for loss of business, loss of profits, litigation or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages. Except as otherwise required in these Terms of Service, in no event shall RGR, its directors, officers, employees, agents, contractors, suppliers, or licensors be liable to you for any claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses in an amount exceeding the amount that you paid RGR under these Terms of Service or \$100.00, whichever is greater. No advice or information, whether oral or written, obtained by you from RGR through its Products, shall create any warranty, representation or guarantee not expressly stated in these Terms of Service.

## 11. Indemnification

You agree to indemnify, defend, and hold harmless RGR, its directors, officers, employees, agents, and contractors from and against any claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court costs, arising from your use of RGR's Products, or your breach of these Terms of Service. RGR shall have the right, at its expense and option, to participate in the defense and/or settlement of any claim that triggers your duty to indemnify RGR, and you agree not to settle any claim imposing any liability or other obligations on RGR without RGR's written consent.

## 12. Violation of Terms of Service

If you or any of your Users violate these Terms of Service, RGR reserves the right, in its sole discretion, to immediately terminate your access to RGR's Products, including any and all accounts you have established. You acknowledge that RGR is not required to notify you prior to such termination and that RGR will have no obligation to refund any fees paid by your educational institution or company prior to such termination. RGR reserves the right to seek all remedies available in law or equity for violations of these Terms of Service.

## 13. Links to Third-Party Content

RGR's Products may contain links to websites operated by other parties. The linked sites are not under the control of RGR, and RGR is not responsible for the content available on any other internet sites linked to RGR's Products or website. Such links do not imply RGR's endorsement of material on any other site, and RGR disclaims all liability with regard to your access to such linked sites. RGR provides links to other internet sites as a convenience to users, and your decision to access any such third-party sites is done at your own risk.

Unless otherwise set forth in a written agreement between you and RGR, you must adhere to RGR's linking policy as follows: (i) the appearance, position and other attributes of the link may not be such as to damage or dilute the goodwill associated with RGR's names and trademarks; (ii) the link must "point" to the URL <http://www.reallygreatreading.com> and not to other web pages within RGR's website (unless you receive permission from RGR to do so); (iii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with RGR; (iv) when selected by a user, the link must display the website on full-screen and not within a "frame" on the linking web site; and (v) RGR reserves the right to revoke its consent to the link at any time and in its sole discretion.

#### **14. Disclosure of User Content to Third Parties**

RGR may preserve and disclose User Content to a third party if required to do so by law or where RGR has a good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of RGR, its customers, or the public.

Notwithstanding the above, any third-party disclosure of Student PII will comply with FERPA and other applicable law.

#### **15. Governing Law; Venue; Arbitration**

These Terms of Service shall be governed by the laws of the State of Maryland, without regard to conflict of law principles. In the event of any lawsuit or claim between you and RGR, you agree to submit to the personal jurisdiction of the federal and state courts located in Montgomery County, Maryland. You further agree that, in its sole discretion, RGR may require that any and all controversies, claims, or disputes between you and RGR arising out of, relating to, or resulting from these Terms of Service, shall be subject to binding arbitration, as opposed to court action.

#### **16. Waiver**

No waiver of any right arising out of a breach of any covenant, term or condition of these Terms of Service is a waiver of any right arising out of a subsequent breach of the same or a breach of any other covenant, term or condition or a waiver of the covenant, term or condition itself.

#### **17. Assignment**

You may not assign or transfer any rights or responsibilities set forth in your agreement with RGR, and any attempt to do so shall be void. Without limiting the foregoing, the agreement and these Terms of Service shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

#### **18. Force Majeure**

Neither Party shall be liable for inadequate performance to the extent caused by a condition (such as a natural disaster, act of war or terrorism, riot, labor condition, governmental action, or internet disturbance) that was beyond the party's reasonable control.

#### **19. Severability**

If any provision of these Terms of Service is found by a court of competent jurisdiction to be unenforceable, all other provisions shall nevertheless continue in full force and effect, and that unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent the intent of the parties set forth in these Terms of Service.

#### **20. No Third-Party Beneficiaries**

These Terms of Service are not intended to confer any right upon any third party who is not an authorized user of RGR's Products.

If you have any questions about these Terms of Service, please e-mail us at [info@reallygreatreading.com](mailto:info@reallygreatreading.com).